



## **LETTER OF APPOINTMENT**

**MEMORANDUM FOR: Jay Garg**  
**FEDSIM PROJECT MANAGER (PM)**

**SUBJECT: Appointment as Contracting Officer's Representative**

You are hereby appointed as the Contracting Officer's Representative (COR). This appointment is from the award date through the life of the contract, including closeout, unless rescinded or transferred. As the COR, your primary duty is to monitor the contractor's performance to ensure that all of the technical requirements under the contract are met by the delivery date or within the period of performance, and at the price or within the ceiling stipulated in the contract.

In the performance of the duties delegated to you in this letter, you are cautioned that you could be held personally liable for actions taken or directions given by you to the contractor that are beyond the authorities given to you in this letter. The duties or authorities in this letter are not re-delegable; therefore, you must advise the FEDSIM Contracting Officer (CO) or Contract Specialist (CS) immediately when you are unable to perform these duties.

Your duties and limitations, as applicable to the contract you will be monitoring, are described in the following sections.

### **A. MONITORING AND EVALUATING PERFORMANCE**

Ensure that the contractor complies with all of the requirements of the Statement of Work (SOW), specifications, or Performance Work Statement (PWS). When requested by the contractor, provide technical assistance within the scope of the contract (e.g., interpreting specifications, SOW, PWS, etc.). When a difference of opinion between you and the contractor occurs, notify the FEDSIM CO or the CS immediately for resolution.

If the contract requires Key Personnel, you will ensure that the personnel being used by the contractor meet the requirements of the position. Review and approve Long-Distance Travel and Other Direct Costs (ODCs) prior to the contractor incurring those expenses. Any decrease in or lack of performance must be brought to the attention of the FEDSIM CO or CS.

If applicable and in accordance with Federal Acquisition Regulation (FAR) 42.302, you will monitor contractor compliance with specifications or other contractual requirements requiring the delivery or use of environmentally preferable products, energy-efficient products, products containing recovered materials, and bio-based products.

In accordance with Federal Acquisition Circular (FAC) 2005-34 and the Office of Federal Procurement Policy (OFPP) Memorandum "Improving the Use of Contractor Performance Information" on July 29, 2009, CORs are responsible for entering past performance into the Past Performance Information Retrieval System (PPIRS) annually.

### **B. MONITORING COSTS**

Review and evaluate the contractor's progress in relation to the expenditures. When the costs expended by the contractor are not commensurate with the contractor's progress, request a meeting with the contractor and client in an attempt to resolve the disproportionate costs. If a resolution cannot be found, consult the FEDSIM CO or CS for immediate action.

Review and approve invoices using the rates and other fees established in the contract. Review the contractor's invoices/vouchers for reasonableness and applicability to the contract and recommend approval or rejection for payment.

## **C. CHANGES TO THE CONTRACT**

You cannot authorize the contractor to stop work, and you are not authorized to delete, change, waive, or negotiate any of the technical requirements or other terms and conditions of the contract. Should a change (e.g., monetary or otherwise) to the contract become necessary, it must be made by a contract modification issued by the FEDSIM CO. When in doubt, contact the FEDSIM CO or CS.

Any contract change requested by the contractor must be put in writing by the contractor to the FEDSIM CO for action. If, however, you become aware of an impending change, you should immediately advise the FEDSIM CO or CS. When the proposed change is received by the FEDSIM CO, you will be required to provide the FEDSIM CO with a written analysis and rationale for the change and evaluate any costs associated with the change.

You must also recognize and report to the FEDSIM CO any Government-required changes to the contract (e.g., items or work no longer required, changes in the specifications, etc.).

## **D. INSPECTION OF CONTRACT ITEMS**

Perform, in accordance with the terms of the contract, inspection, acceptance, or rejection of the services or deliverables under the contract. You must prepare a written acceptance or rejection, provide it to the contractor, and store a copy on the FEDSIM common drive. Immediately notify the FEDSIM CO of all rejections and the reason for the action.

Review progress reports from the contractor and advise the FEDSIM CO of any contractor problems or actions required to be taken by the Government.

## **E. STANDARDS OF CONDUCT AND CONFLICT OF INTEREST**

To avoid improper business practices and personal conflicts of interest and to deal with apparent or actual occurrences, you must sign any applicable non-disclosure forms. You must also immediately report any potential conflict of interest to your supervisor.

## **F. CONTRACT FILE CONTENT AND MAINTENANCE**

Establish and maintain an organized contract administration file to record all contractor and Government actions pertaining to the contract. The file must also include a copy of the COR Letter of Appointment and other documents describing the COR duties; a copy of the contract administration functions delegated to the contract administration office, which may not be delegated to the COR; and documentation of COR actions taken in accordance with the delegation of authority. The files should be organized and saved on the FEDSIM common drive.

## **G. CONTRACT CLOSEOUT**

Within 30 days after the contractor has met all terms and conditions of the contract, you must evaluate the contractor's performance using the information contained in General Services Administration Acquisition Regulation (GSAR) 542.1503-71 (Attachment A: Contractor Performance Information).

Please acknowledge receipt and acceptance of this appointment by signing below. Please direct any questions you may have on this delegation to the FEDSIM CO or CS.

I understand and accept my assignment as the FEDSIM COR.

x Jay Garg \_\_\_\_\_

Signed by: JAY GARG  
COR Certification Level III

## ATTACHMENT A: CONTRACTOR PERFORMANCE INFORMATION

**Note:** This checklist follows the standard format and content requirements of General Services Administration Acquisition Manual (GSAM) 542.15 and content requirements of GSAM 542.1503-71. The checklist may be tailored for the specific contract type. Any “No” responses noted below shall be accompanied with a statement explaining the observation(s). For each observation(s) provide a recommendation to correct the non-compliance. Observations identify areas of non-compliance and do require response (and action plans, if applicable). Positive observations may be general or specific and may be suitable for replication across the agency as good practices.

**GSAM 542.15 – Contractor Performance Information**  
**GSAM 542.1503-71 – Information to collect**

Timeliness of delivery or performance	Yes	No	NA
(1) Adherence to contract delivery schedules.			
(2) Resolution of delays.			
(3) Number of “show cause” letters and “cure notices” issued.			
(4) Number of delinquent deliveries.			
(5) Number of contract extensions resulting from contractor-caused delays.			
(6) Timely submission or performance or required tests.			
(7) Other.			
<u><b>Observations (specify item #):</b></u>			
<u><b>Recommendations:</b></u>			

Conformance of product or service to contract requirements	Yes	No	NA
(1) Quality of workmanship.			
(2) Reliability.			
(3) Adequacy of correction of defects.			
(4) Number of safety defects.			
(5) Number of product rejections.			
(6) Results of laboratory tests.			
(7) Number and extent of warranty problems.			
(8) Other.			
<u><b>Observations (specify item #):</b></u>			
<u><b>Recommendations:</b></u>			

Customer comments	Num	Qty	NA
(1) Number and quality of positive comments.			
(2) Number and nature of complaints.			
(3) Adequacy of resolving customer complaints.			
(4) Other.			
<u>Observations (specify item #):</u>			
<u>Recommendations:</u>			

Terminations for default	Yes	No	NA
<u>Observations (specify item #):</u>			
<u>Recommendations:</u>			

On-the-job safety performance record, including the number of lost or restricted workdays due to occupational injuries in comparison to the national average	Yes	No	NA
<u>Observations (specify item #):</u>			
<u>Recommendations:</u>			

Adequacy of contractor's quality assurance system	Yes	No	NA
<u>Observations (specify item #):</u>			
<u>Recommendations:</u>			

Compliance with other key contract provisions	Yes	No	NA
(1) Subcontracting program			
(2) Labor standards			
(3) Safety standards.			
(4) Reporting requirements			
<u>Observations (specify item #):</u>			
<u>Recommendations:</u>			

Exhibiting customer-oriented behavior	Yes	No	NA
<u>Observations (specify item #):</u>			
<u>Recommendations:</u>			

Other performance elements identified	Yes	No	NA
<u>Observations (specify item #):</u>			
<u>Recommendations:</u>			